

UNDERDOG HOME CARE LICENSE AGREEMENT

This LICENSE AGREEMENT (the "**Agreement**"), dated as of _____, 2022 (the "**Effective Date**"), is made by and between you, the end user ("**Licensee**"), and **Underdog Home Care** ("**Licensor**"),

WHEREAS, Licensor is the owner of the Proprietary Operating Procedures (as defined below) and wishes to grant to Licensee a license under those rights, and Licensee wishes to obtain a license to the Proprietary Operating Procedures for the uses and purposes described herein, each subject to the terms and conditions set forth herein,

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. License.

1.1 Grant of Rights. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee, during the Term, a **one-time non-exclusive, non-transferable, non-sublicensable license**, solely to the Proprietary Operating Procedures in any and all formats and media whether now or hereafter known or devised and by any and all technologies and means of delivery whether now or hereafter known or devised. The "**Proprietary Operating Procedures**" is defined as Underdog Home Care's proprietary system of operation and will consist of home care processes regarding new clients, supervisory visits, hiring, health coaching, and other processes relevant to home health care.

1.2 Third-Party Rights. Notwithstanding any other provisions of this Agreement to the contrary, nothing in this Agreement will be deemed to be a grant by Licensor of a license, sublicense, or other grant of a right to Licensee to use any third-party rights or any rights under any third-party license that cannot be licensed, sublicensed, or granted without the consent, approval, or agreement of another party, unless such consent, approval, or agreement is first obtained by Licensee.

1.3 Reservation of Rights. Licensor reserves all rights not expressly granted to Licensee under this Agreement.

2. Usage of the Proprietary Operating Procedures. Notwithstanding any other provision to the contrary contained in this Agreement:

2.1 Copyright Notices. Licensee shall ensure that its use of the Proprietary Operating Procedures is marked with the appropriate copyright notices specified by Licensor in a prominent position in the order and manner provided by Licensor. Licensee shall abide by the copyright laws and what are considered to be sound practices for copyright notice provisions in the Territory. Licensee shall not use any copyright notices that conflict with, confuse, or negate the notices Licensor provides and requires hereunder.

2.2 Compliance with Licensor's Directions. The Proprietary Operating Procedures may be displayed or used only in the form and in such manner specifically approved in writing by Licensor in advance.

2.3 Modifications. Licensee shall not translate, recast, edit, alter, modify, or create any derivative works of the Proprietary Operating Procedures.

3. Payment. As consideration in full for the rights granted herein, Licensee shall pay Licensor a one-time fee in the amount of U.S. \$_____ on execution of this Agreement, payable as follows: via Stripe Payment Processing Platform or as otherwise instructed by the Licensor.

4. Ownership and Protection.

4.1 Acknowledgment of Ownership. Except for the licenses expressly granted to Licensee in this Agreement, Licensee acknowledges that all right, title, and interest in and to the Proprietary Operating Procedures, as well as any modifications or improvements made thereto by Licensee, are owned by Licensor. If Licensee acquires any rights in the Proprietary Operating Procedures by operation of law or otherwise, Licensee hereby irrevocably assigns such rights to Licensor without further action by either party. Licensee agrees not to dispute or challenge or assist any person or entity in disputing or challenging Licensor's rights in and to the Proprietary Operating Procedures.

4.2 Protection of the Proprietary Operating Procedures.

(a) Notification. Licensee shall, at its sole expense, maintain any copies of the Proprietary Operating Procedures within Licensee's possession, custody, or control under first-class conditions and shall take all then-available measures to protect and safeguard the Proprietary Operating Procedures. Licensee shall immediately notify Licensor in writing with reasonable detail of any: (i) actual, suspected, or threatened infringement of the Proprietary Operating Procedures; (ii) actual, suspected, or threatened claim that use of the Proprietary Operating Procedures infringes the rights of any third party; or (iii) any other actual, suspected, or threatened claim to which the Proprietary Operating Procedures may be subject.

(b) Actions. With respect to any of the matters listed in Section 4.2(a): (i) Licensor has exclusive control over, and conduct of, all claims and proceedings; (ii) Licensee shall provide Licensor with all assistance that Licensor may reasonably require in the conduct of any claims or proceedings; and (iii) Licensor shall bear the cost of any proceedings and will be entitled to retain all sums recovered in any action for its own account.

5. Confidentiality. From time to time, Licensor may disclose or make available to Licensee information about its business affairs, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, including the financial terms of the Agreement and business operations and strategies, marketing, creative elements, artwork, visual representations, research material and data, specifications, processes, and technological developments, whether orally or in written, electronic, or other form or media,

and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure and as established by documentary evidence: (a) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section by Licensee; (b) is or becomes available to Licensee on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was known by or in the possession of Licensee before being disclosed by or on behalf of Licensor; or (d) was or is independently developed by Licensee without reference to or use, in whole or in part, of any of Licensor's Confidential Information. Licensee shall: (i) protect and safeguard the confidentiality of Licensor's Confidential Information with at least the same degree of care as Licensee would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use Licensor's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except: (A) to Licensee's officers, employees, agents, consultants, and legal advisors who need to know the Confidential Information to assist Licensee, or act on its behalf, to exercise its rights or perform its obligations under the Agreement; or (B) pursuant to applicable federal, state, or local law or regulation, or a valid order issued by a court or governmental agency of competent jurisdiction, provided that Licensee shall first make commercially reasonable efforts to provide Licensor with: (1) prompt written notice of such requirement so that Licensor may seek, at its sole cost and expense, a protective order or other remedy; and (2) reasonable assistance, at Licensor's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

6. Representations and Warranties.

6.1 Mutual Representations and Warranties. Each party represents and warrants to the other party that:

(a) it is duly organized, validly existing, and in good standing as a corporation or other entity as represented herein under the laws of its jurisdiction of incorporation or organization;

(b) it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder;

(c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary [corporate/organizational] actions of the party; and

(d) when executed and delivered by such party, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

6.2 Licensor's Representations and Warranties. Licensor represents and warrants, solely to and for the benefit of Licensee, that it owns the Proprietary Operating Procedures in connection with Licensee's uses permitted hereunder.

6.3 Licensee's Representations and Warranties. Licensee represents and warrants that:

(a) Licensee will not engage or participate in any activity or course of action that could diminish or tarnish the image or reputation of the Proprietary Operating Procedures or Licensor, or cause confusion as to the ownership of the Proprietary Operating Procedures; and

(b) The Licensee's use of the Proprietary Operating Procedures will not infringe, misappropriate, or otherwise violate the intellectual property or other rights of any third party or violate any applicable regulation or law.

6.4 Disclaimer of Representations and Warranties; Limitation of Liability.

(a) **DISCLAIMER. ALL LICENSED PROPRIETARY OPERATING PROCEDURES AND RELATED PRODUCTS, INFORMATION, MATERIALS, AND SERVICES PROVIDED BY LICENSOR ARE PROVIDED "AS IS." LICENSOR HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE LICENSED PROPERTY, INCLUDING SPECIFICALLY ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE.**

(b) **LIMITATION OF LIABILITY. IN NO EVENT SHALL LICENSOR BE LIABLE TO LICENSEE OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL LICENSOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO LICENSOR PURSUANT TO THIS AGREEMENT.**

7. Indemnification.

7.1 Licensee Indemnification. Licensee shall indemnify, defend, and hold harmless Licensor and its officers, directors, employees, agents, affiliates, successors, permitted assigns, and licensees (each an "**Indemnified Party**") from and against any losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, arising out of or in connection with any third-party claim, suit, action, or proceeding (each a "**Third-Party Claim**") relating to any actual or alleged breach by Licensee of its representations, warranties, covenants, or other obligations hereunder.

7.2 Indemnification Procedure. The Indemnified Party shall notify Licensee on becoming aware of a Third-Party Claim under this Section 7. Licensee shall promptly assume control of the defense and investigation of the Third-Party Claim, with counsel reasonably acceptable to the Indemnified Party, and the Indemnified Party shall reasonably cooperate with Licensee in connection therewith, in each case, at Licensee's sole cost and expense. The Indemnified Party may participate in the defense of such Third-Party Claim, with counsel of its own choosing and at its own cost and expense. Licensee will not settle any Third-Party Claim on any terms or in any manner that adversely affects the rights of any Indemnified Party without the Indemnified Party's prior written consent. If Licensee fails or refuses to assume control of the defense of such Third-Party Claim, the Indemnified Party will have the right, but no obligation, to defend against such Third-Party Claim, including settling such Third-Party Claim after giving notice to Licensee, in each case, in such manner and on such terms as the Indemnified Party may deem appropriate. Neither the Indemnified Party's failure to perform any obligation under this Section 8.2 nor any Indemnified Party's act or omission in the defense or settlement of any such Third-Party Claim will relieve Licensee of its obligations under this Section 8.2, except to the extent that Licensee can demonstrate that it has been materially prejudiced as a result thereof.

8. Term and Termination.

8.1 Term. The term of this Agreement commences as of the Effective Date and, unless terminated earlier as provided herein, will remain in force (the "**Term**").

8.2 Termination. This Agreement may be terminated at any time:

(a) by Licensor, effective immediately upon written notice to Licensee, if Licensee fails to pay any amount when due under this Agreement;

(b) by either Party, effective on written notice to the other Party, if the other Party breaches this Agreement and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured 30 days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(c) by Licensor, effective immediately, if the Licensee: (i) is dissolved or liquidated or takes any corporate action for such purpose; (ii) becomes insolvent or is generally unable to pay its debts as they become due; (iii) becomes the subject of any voluntary or involuntary bankruptcy proceeding under any domestic or foreign

bankruptcy or insolvency Law; (iv) makes or seeks to make a general assignment for the benefit of its creditors; or (v) applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property.

8.3 Effect of Termination. On the termination of this Agreement for any reason, all rights licensed under this Agreement will revert immediately to Licensor and Licensee shall cause to be inactivated and erased all digital copies of the Proprietary Operating Procedures in its control and possession and return or, at Licensor's written request, destroy, any tangible copies of the Proprietary Operating Procedures.

8.4 Surviving Rights. Any rights or obligations of the parties in this Agreement which, by their nature, should survive termination or expiration of this Agreement will survive any such termination or expiration of this Agreement.

9. Remedies.

9.1 No Equitable Relief. Licensee acknowledges and agrees that: (a) monetary damages at law are a fully adequate remedy to compensate Licensee for any breach or threatened breach of this Agreement by Licensor; and (b) an action at law for monetary damages is Licensee's sole and exclusive remedy for any such breach. No breach by Licensor of this Agreement will entitle Licensee to equitable relief, including specific performance, injunctive relief, rescission, or any other form of equitable remedy. Without limiting the generality of the immediately preceding two sentences, Licensee will not seek equitable relief to rescind this Agreement or seek injunctive relief to enjoin or otherwise restrain or limit the use or other exploitation of the Proprietary Operating Procedures or any rights therein.

9.2 Equitable Relief. Licensee acknowledges that a breach by Licensee of this Agreement may cause Licensor irreparable damages, for which an award of damages would not be adequate compensation, and agrees that, in the event of such breach or threatened breach, Licensor will be entitled to seek equitable relief, including a restraining order, orders for a preliminary or permanent injunction, specific performance, and any other relief that may be available from any court, in addition to any other remedy to which Licensor may be entitled at law or in equity. Such remedies are not exclusive but are in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

9.3 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LICENSOR BE LIABLE TO LICENSEE OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

IN NO EVENT SHALL LICENSOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO LICENSOR PURSUANT TO THIS AGREEMENT.

10. General.

10.1 Interpretation. For purposes of this Agreement: (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. This Agreement is intended to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

10.2 Entire Agreement. This Agreement, including and together with any related attachments, is the sole and entire agreement of the parties with respect to the subject matter herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, whether written or oral, with respect to such subject matter.

10.3 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect the enforceability of any other term or provision of this Agreement, or invalidate or render unenforceable such term or provision in any other jurisdiction.

10.4 Assignment. Licensee shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Licensor. Any purported assignment or delegation in violation of this Section 10.4 is null and void. Licensor may freely assign or otherwise transfer any of its rights or delegate any of its obligations under this Agreement. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

10.5 Choice of Law; Venue. This Agreement and all matters arising out of or relating to this Agreement, including contract, tort, and statutory claims, are governed by, and construed in accordance with, the laws of Georgia. Any legal suit, action, or proceeding arising out of or relating to this Agreement will be instituted exclusively in the federal or state courts in each case located in [CITY], [STATE], and each party irrevocably submits to the exclusive jurisdiction of such courts in any legal suit, action, or proceeding.

10.6 Relationship of the Parties. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party has authority to contract for nor bind the other party in any manner whatsoever.

10.7 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or will confer upon any third party any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

10.8 Amendment and Modification. No amendment or modification to this Agreement is effective unless it is in writing and signed by an authorized representative of each party.

10.9 Waiver. No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the waiving party. No waiver by any party will operate or be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

10.10 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Licensor and Licensee have caused this Agreement to be executed as of the date first written above by their respective duly authorized officers.

UNDERDOG HOME CARE, LICENSOR

By _____
Name:
Title:
Address:

LICENSEE

By _____
Name:
Title:
Address: